

East Coast Gateway Terminal Agreement
FMC Agreement No.

Original Title Page

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

East Coast Gateway Terminal Agreement

FMC Agreement No. _____

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**ARTICLE I
FULL NAME OF AGREEMENT**

This Agreement shall be known as the East Coast Gateway Terminal Agreement ("Agreement").

**ARTICLE II
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote the most efficient use of port assets by permitting the parties to exchange information related to the best use of their wharves, berths and cargo handling equipment, all to the benefit of the shipping public. The past several years have seen consolidation of ocean common carriage by alliances, and the deployment of larger container ships, with more to come in the future. These developments present unique challenges, requiring extensive planning. This Agreement will enable the parties to have discussions regarding how to mitigate increasing costs associated with mega vessels and retain the velocity of container movement in light of changing market conditions and will allow the parties to continue to foster economic growth and provide public benefits to their respective communities.

**ARTICLE III
PARTIES TO THE AGREEMENT/GEOGRAPHIC SCOPE**

The parties to this Agreement ("Member Ports") are marine terminal operators as defined in 46 U.S.C. § 40102(14). Each Member Port operates public wharves and other marine terminal facilities in connection with ocean common carriage.

The names and addresses of the parties are:

Virginia Port Authority ("VPA")
600 World Trade Center
Norfolk, Virginia 23510-1679

Georgia Ports Authority ("GPA")
P.O. Box 2406
Savannah, Georgia 31402

This Agreement covers the geographic areas served by the Member Ports as established under the laws of Virginia and Georgia respectively. For VPA this includes Norfolk International Terminals, Portsmouth Marine Terminal, Newport News Marine Terminal, Virginia International Gateway Terminal, Richmond Marine Terminal, Craney Island and Virginia Inland Port. For GPA this includes Garden City Terminal, Ocean Terminal, Colonel's Island Terminal, Mayor's Point Terminal, Port Bainbridge and Appalachian Regional Port.

Virginia International Terminals, LLC ("VIT") is a single member limited liability company with VPA as the sole member of VIT. VIT's sole business is the operation of marine

terminals under an agreement with VPA. This Agreement covers VIT to the extent VIT is acting pursuant to the VPA/VIT agreement for the operation of VPA's marine terminals.

**ARTICLE IV
SCOPE OF AGREEMENT/AGREEMENT AUTHORITY**

The parties are authorized to meet as appropriate to discuss and exchange information regarding the following subjects:

1. Joint or independent acquisition and utilization of marketing materials for individual ocean common carriers and collections of carriers (conferences, alliances, joint services, carrier networks and other agreements to which ocean common carriers are parties) (all such entities collectively "Carriers"), shippers, beneficial cargo owners, and ocean transportation intermediaries;
2. Commercial opportunities regarding Carriers. This includes vessel calls and rotations, operational efficiencies, cost reductions, the changing shipping environment, large ship operations, supply-chain technology, stevedoring, gate, rail and yard operations, warehousing, safety and security, customer service, and new product lines. This is subject to the proviso that if such discussions lead to an agreement within the jurisdiction of the Shipping Act of 1984, as amended ("Shipping Act"), for which a Federal Maritime Commission filing is required, no such agreement will be implemented until such time as an agreement has been filed with the Federal Maritime Commission and becomes effective under the Shipping Act;
3. Joint or independent acquisition, utilization and best practices relating to operating systems and equipment, including operational metrics relating to the repair and use of chassis and containers, provided that this Agreement does not cover discussions regarding the purchase or lease prices for containers or chassis;
4. Cargo handling practices and terms, gate operations and access, turn times, staffing and infrastructure, provided that nothing herein shall authorize the parties to enter agreements on rates, charges, terms or conditions with respect to containers or chassis without filing an Agreement with the Federal Maritime Commission that has become effective under the Shipping Act; and
5. In addition, the parties are authorized to meet with and exchange information with Carriers, shippers, other marine terminal operators, beneficial cargo owners, and ocean transportation intermediaries regarding operational issues and performance criteria as if the Member Ports were a single party, with the proviso that in the event such discussions lead to a proposed agreement within the jurisdiction of the Shipping Act, no agreement will be implemented until such time as an agreement has been filed with the Federal Maritime Commission and becomes effective under the Shipping Act.

**ARTICLE V
ADMINISTRATION AND DELEGATION OF AUTHORITY**

This Agreement will be administered by the Member Ports through their respective Chief Executive Officer/Executive Director or individuals delegated by the Chief Executive Officer/Executive Director. The activities may be carried out by face-to-face meeting, telephone or video conference, electronic mail or other electronic communication or such other means of

communication as the Member Ports may deem appropriate. The Member Ports may establish committees as they deem appropriate for furtherance of the purposes of this Agreement.

The Chief Executive Officer of the Virginia Port Authority and the Executive Director of the Georgia Ports Authority, as well as the Chief Administrative Officer of the Georgia Ports Authority and General Counsel to the Virginia Port Authority, or their delegates, are authorized to execute this Agreement and any subsequent amendments hereto on behalf of their Member Port, and to make or authorize the filing of this Agreement and any subsequent amendments with the Federal Maritime Commission, as well as the meeting minutes pursuant to 46 C.F.R. § 535.704 (except where excepted by 46 C.F.R. § 535.408). The Agreement will file minutes of discussions covered by this Agreement as and when required under 46 C.F.R. § 535.704.

ARTICLE VI VOTING

Except as specifically otherwise provided hereunder, all matters relating to this Agreement shall be by mutual agreement of the parties.

ARTICLE VII CONFIDENTIALITY

The Member Ports agree and understand that information exchanged under this Agreement may contain non-public, confidential business information, and trade secrets. The Member Ports shall treat all information exchanged pursuant to this Agreement as confidential. The Member Ports recognize that such confidentiality may be limited by legal requirements applicable to one or both Member Ports under federal, state or local law applicable to public agencies, or under the Shipping Act. This includes, but is not limited to, the Virginia Freedom of Information Act (including § 62.1-132.4) and the Georgia Open Records Act (O.G.C.A. §§ 50-18-70 through §§ 50-18-77).

The confidential information of each Member Port shall remain the property of the Member Port despite being with the other Member Port. In the event either Member Port elects to terminate this Agreement, both Member Ports will return, or certify the destruction of, any confidential information received from the other Member Port under this Agreement. The obligations under this Article survive the termination of the Agreement.

ARTICLE VIII EFFECTIVE DATE, DURATION AND TERMINATION

This Agreement will become effective on the date it becomes effective under the Shipping Act, and will remain in effect indefinitely. Either of the Member Ports may terminate this Agreement at any time upon thirty (30) days prior written notice to the other Member Port at the address set forth herein. At the end of this 30 day period, the Agreement will notify the

Federal Maritime Commission, file the necessary documents, and upon expiration of any applicable waiting period the Agreement will be deemed terminated.

ARTICLE IX AMENDMENTS

The terms of this Agreement may be amended by mutual agreement of the Member Ports. Such amendments shall be in writing, signed by the parties, and to the extent required under the Shipping Act, shall be filed and shall become effective as provided in the Shipping Act and applicable regulations.

ARTICLE X NOTICES

Any notice permitted or required under this Agreement shall be in writing and served on each party at the address set forth herein, either by first class certified mail, return receipt requested or by overnight delivery service.

ARTICLE XI COUNTERPARTS

This Agreement and any future amendment hereto may be executed in counterparts. Each counterpart shall be deemed an original, and all together shall constitute one and the same agreement.

ARTICLE XII LAW AND MEDIATION

This Agreement shall be governed by, and construed in accordance with, U.S. Maritime law, including the Shipping Act. In case of a dispute arising under or relating to this Agreement, the Member Ports agree to attempt to settle the dispute amicably through non-binding mediation before bringing any action. A Member Port may invoke mediation by submitting a written notice to the other Member Port. The parties will attempt to agree on a mediator within 7 days of the written notice and mediation will conclude within 30 days of the written notice unless the Member Ports agree to an extension of mediation.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22 day of February, 2017:

Virginia Port Authority



John F. Reinhart
Chief Executive Officer

Dated: FEB 22, 2017

Georgia Ports Authority

Griffith V. Lynch
Executive Director

Dated: _____

Virginia Port Authority

APPROVED: _____
John G. Milliken
Chairman

Dated: _____

Georgia Ports Authority

APPROVED: _____
James L. Allgood, Jr.
Chairman

Dated: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on this 22 day of February, 2017:

Virginia Port Authority



John F. Reinhart
Chief Executive Officer

Dated: FEB 22, 2017

Georgia Ports Authority

Griffith V. Lynch
Executive Director

Dated: _____

Virginia Port Authority



APPROVED:
John G. Milliken
Chairman

Dated: February 22, 2017

Georgia Ports Authority

APPROVED:
James L. Allgood, Jr.
Chairman

Dated: _____

SIGNATURE PAGE

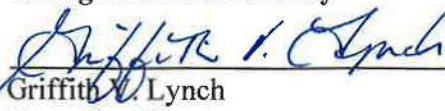
IN WITNESS WHEREOF, the parties have executed this Agreement on this 22nd day of February, 2017:

Virginia Port Authority

John F. Reinhart
Chief Executive Officer

Dated: _____

Georgia Ports Authority



Griffith V. Lynch
Executive Director

Dated: FEB 22, 2017

Virginia Port Authority

APPROVED: _____
John G. Milliken
Chairman

Dated: _____

Georgia Ports Authority


APPROVED: _____
James L. Allgood, Jr.
Chairman

Dated: FEB 22, 2017

APPENDIX A
PARTIES TO THE AGREEMENT

Virginia Port Authority
600 World Trade Center
Norfolk, VA 23510-1679
(including Virginia International Terminals, LLC
as described in Article II)

Georgia Ports Authority
P.O. Box 2406
Savannah, GA 31402